

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

MIGUEL ANGEL PEREZ, GENARO  
SOLIS, JR.,

*Plaintiffs,*

SA-21-CV-01066-JKP

VS.

STATE FARM MUTUAL  
AUTOMOBILE INSURANCE  
COMPANY,

*Defendant.*

## **ORDER**

Before the Court in the above-styled cause of action is Defendant State Farm Mutual Automobile Insurance Company's Unopposed Motion for Separate Trials [#13]. By is motion, Defendant asks the Court to order separate trials of Plaintiff's extra-contractual and contractual claims pursuant to Rule 42(b) of the Federal Rules of Civil Procedure. The Court will grant the motion.

This suit arises out of insurance claims made by Plaintiffs for uninsured/underinsured motorist bodily injury benefits under their automobile insurance policy issued by Defendant. Plaintiffs assert both a contractual claim based on the insurance policy's terms and extra-contractual claims regarding unfair insurance practices under the Texas Insurance Code. The parties have agreed to proceed with trial of the contractual claim first and abate discovery on Plaintiffs' extra-contractual claims until the contract cause of action is resolved.

Rule 42(b) provides that the Court, “in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial

of any claim." Fed. R. Civ. P. 42(b). The Court agrees with the parties that Plaintiff's contractual claim should be tried separately from, and prior to, Plaintiffs' extra-contractual claims and that discovery on the extra-contractual claims should be abated.

**IT IS THEREFORE ORDERED** that Defendant State Farm Mutual Automobile Insurance Company's Unopposed Motion for Separate Trials [#13] is **GRANTED**.

**IT IS FURTHER ORDERED** that a separate trial of Plaintiffs' extra-contractual claims against State Farm be conducted after trial of Plaintiffs' contract claims.

**IT IS FURTHER ORDERED** that the extra-contractual claims, including all discovery directly pertaining to such claims, is hereby **ABATED** until the contractual claim is litigated to its final conclusion including disposition of any resulting appeal. The judgment will not be final and appealable until all issues are adjudicated.

SIGNED this 18th day of January, 2022.

  
ELIZABETH S. ("BETSY") CHESTNEY  
UNITED STATES MAGISTRATE JUDGE